

REMARKS

Claims 1-10, 12, 14-22, and 24 are pending in the present application. Claims 1-2, 10, 12, 14-15, 18-19, and 24 are amended. Claims 11, 13, and 23 are cancelled. In view of the amendments and the remarks below, Applicants respectfully request reconsideration and allowance.

CLAIM REJECTIONS UNDER 35 U.S.C. § 112

Claims 1-11 are rejected under 35 U.S.C. §112, because the Office Action states that there is insufficient antecedent basis for "on the canvas" in claim 1. To comply with the Office Action, claim 1 has been amended to "on a canvas." Withdrawal of the rejections is requested.

CLAIM AMENDMENTS

Support for the amendments to the claims can be found at least at page 4, Lines 15-16, 22, Page 5, Lines 19-20, Page 9, Lines 3-11, Page 5 Lines 3-23, and FIG. 4. Applicants assert that no new matter has been added by the amendment to the claims.

The amendments of claims made in this response have been made merely in the interests of advancing prosecution of the present application and should in no way be interpreted as acquiescence to the stated grounds of rejection.

CLAIM REJECTIONS UNDER 35 U.S.C. §§ 102 AND 103

Claims 1-4, 6-8, 10-17, and 24 are rejected under 35 U.S.C. § 102(b) as being anticipated by Eskandarian U.S. Pat. Pub. 2002/0042885 A1 ("Eskandarian"). Claim 5 is rejected as obvious over Eskandarian in view of Bruce Schneier, Applied Cryptography (1996) ("Schneier"). Claim 9 is rejected as being unpatentable over Eskandarian in view of Burger et al. U.S. Pat. No. 6,938,051 B1 ("Burger"). Claims 18-22 are rejected as obvious over Eskandarian in view of Burger. Applicants respectfully traverse the rejections.

Claims 1-11, 18-22 and 24 Define Over the Cited Art.

Consider a first portion of amended claims 1, 18, and 24, which recites in part:

capturing an instance of the electronic signature by a canvas application;
encoding by the canvas the instance of the electronic signature in a file
**wherein the canvas application has exclusive access to captured
electronic signatures on the PDA**

The Office Action states on page 3 that claim 1 is anticipated by Eskandarian, but Eskandarian does not disclose a single application of a PDA having "exclusive access to captured electronic signatures on the PDA." In Eskandarian, any application could request a signature from the user from the browser. The benefit of only allowing a single application access to the "captured electronic signature" is security. By designing the PDA software in this fashion it is more difficult for a hacker to capture the electronic signature by for example writing an application that would monitor captured signatures, or writing an application that would pretend to be the "second application." Therefore, Eskandarian does not anticipate amended claim 1. Further, neither Burger nor Schneier either alone or in any combination remedy these deficiencies.

Further consider a second portion of amended claims 1, 18, and 24 which recite in part:

capturing an instance of the electronic signature by a canvas application;
encoding by the canvas the instance of **the electronic signature** in a file, wherein the canvas application has exclusive access to captured electronic signatures on the PDA;
encoding an identification number of a second application loaded on the PDA for the delivery of the package to generate an encoded identifier;
combining the encoded signature with the encoded identifier to generate a signature/identifier pair;
encoding the signature/identifier pair;
transferring the encoded signature/identifier pair to a remote CRM application;
responsive to receiving a **verification** from the remote CRM application, if the signature/application pair is verified then authorizing the delivery of the package, otherwise not authorizing the delivery of the package.

These steps are not disclosed or suggested by the prior art cited in the Office Action. Eskandarian merely discloses capturing an electronic signature and storing the electronic signature with a business transaction in case a later dispute arises. The portion of Schneier the Office Action references merely discloses encrypting and decrypting in general. The portion of Burger the Office Action cites merely discloses the use of .gif files. Therefore, the cited prior art either alone or in any combination does not disclose or suggest the steps cited

above. At least one benefit of the steps cited above is that a forger would need both a valid signature and a valid "identification number of a second application." Another benefit is that by "combining" it is harder for a forger to decrypt the "encod[ed] signature/identifier pair." Therefore, claims 1, 18, and 24 define over the prior art. Further, since claims 2-10 depend from claim 1, withdrawal of the rejections of claims 2-10 is requested for at least the same reasons as for claim 1, and since claims 19-22 depend from claim 18, withdrawal of the rejections of claims 19-22 is requested for at least the same reasons as for claim 18.

Claims 12 and 14-17 Define Over the Cited Art.

Claims 12 and 14-17 define over the cited art. Consider a first portion of amended claim 12, which recites in part:

capture an instance of the electronic signature by a canvas application;
encode by the canvas the instance of the electronic signature in a file,
wherein the canvas application has exclusive access to captured electronic signatures on the PDA

As discussed above Eskandarian does not suggest or disclose these elements. Further, neither Burger nor Schneier either alone or in any combination remedy these deficiencies.

Further consider a second portion of amended claims 12 which recites in part:

capture an instance of the electronic signature by a canvas application;
encode by the canvas the instance of **the electronic signature** in a file, wherein the canvas application has exclusive access to captured electronic signatures on the PDA;
encode an identification number of a second application loaded on the PDA for the delivery of the package to generate an encoded identifier;
combine the encoded signature with the encoded identifier to generate a signature/identifier pair;
encoding the signature/identifier pair;
transfer the encoded signature/identifier pair to a remote CRM application;
responsive to receiving a **verification** from the remote CRM application, if the signature/application pair is verified then authorizing the delivery of the package, otherwise not authorizing the delivery of the package.

As discussed above these steps are not disclosed or suggested by the cited prior art. Therefore, amended claim 12 defines over the prior art.

Further, since claims 14-17 depend from claim 12, withdrawal of the rejections of claims 14-17 is requested for at least the same reasons as for claim 12.

CONCLUSION

In view of all of the above, it is believed that the rejections of claims 1 to 24 have been addressed and obviated. Accordingly, Applicants respectfully submit that all pending claims 1-10, 12, 14-22, and 24 are allowable. It is therefore respectfully requested that the rejections be reconsidered and withdrawn, and that the present application issue as early as possible.

If it would further allowance of the present application, the Examiner is invited to contact the undersigned.

Respectfully submitted,

Date: November 14, 2007

/Gregory R. Grace/

Gregory R. Grace

Registration No. 59,733

KENYON & KENYON LLP
1500 K Street, N.W.
Washington, D.C. 20005
Ph.: (202) 220-4200
Fax.: (202) 220-4201

CUSTOMER NO. 53000